

**Non-DPS Contractual Agreement
Cover Sheet**

From: Brandie V. Knazze *BB/NO*
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First Deputy Commissioner
Family and Support Services

To: Tom Dziedzic
tom.dziedzic@cityofchicago.org
Department of Finance

Date: December 21, 2017

**Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement.
The following summary values must be identified to create a Blanket Purchase Order.**

PO Number (if request is a Modification):

Department Number: 050

Supplier Name: The Board of Education of the City of Chicago

Supplier Number: 1032857

Supplier Site: A

Ship-To: 050 – 2005 Family and Support Services

Bill-To: 050 – 2005 Family and Support Services

Agreed Amount: \$8,111,564

Target Market: N/A

Goods or Services: Services

Description of Agreement: Intergovernmental Agreement for the Early Learning Investment program

Agreement Start Date: December 1, 2017

Agreement End Date: December 31, 2018

Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

month period. Such report shall indicate the name, title and salary of each such employee, the department or agency in which the title appears, the department or agency to which the employee is assigned, and a description of the duties being performed under the assignment. This provision shall not apply to work performed by one department or agency for another pursuant to contract. The first report shall be presented on April 20, 2017, and shall cover the period beginning January 1, 2017.

SECTION 7. The Commissioner of Human Resources shall prepare and present to the City Council on the twentieth day of each month a written report of all vacancies occurring during the preceding month due to resignation, retirement, death, layoff, promotion, demotion, discharge, or termination. The report shall be submitted on a form to be prepared by the Commissioner of Human Resources. The Commissioner of Human Resources shall prepare and present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

SECTION 8. Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

To the extent that revenue of a grant is not described in the appropriation from Fund 925—Grant Funds, or that an amendment increases the budget of a project beyond the appropriation described hereinafter, no expenditure of such grant revenues shall be made without prior approval of the City Council.

The Comptroller and the heads of the various departments and agencies of the City Government shall administer the revenues of grants received by standard accounts, in accordance with the standard classification of accounts and with the manual of the Department of Finance.

No later than the tenth day of each month, the Budget Director shall provide to the Committee on Finance a compilation of all grants awarded to the City in the preceding month.

On or before May 15, 2017, and on or before November 15, 2017, the Office of Budget and Management shall provide to the Committee on the Budget and Government Operations a report showing all federal and state funds received or administered by the City for the time periods October 1, 2016, through March 31, 2017, and April 1, 2017, through September 30, 2017, respectively. Community Development Block Grant funds shall be excluded from this report. The report shall list the amounts disbursed and purposes for which disbursements were made, and shall indicate the Grantor of the funds, purpose, service area(s) and number of positions supported.

In connection with any delegate agency grant agreements entered into between the City and the respective delegate agencies for 2017, the Chief Procurement Officer shall be authorized to resolve disputes between the respective delegate agency and the appropriate City department or agency and to promulgate and implement regulations in connection therewith.

SECTION 9. Any employee who is required and is authorized to use his or her personally owned automobile in the regular conduct of official City business shall be allowed and paid at the rate established from time to time by the Internal Revenue Service for the number of miles per month use of such privately owned automobile, to a maximum amount of \$550 per month, such maximum to be adjusted upward on February 1 of each year by the percentage increase, if any, in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Each annual adjustment shall be based on the adjusted amount for the previous year. Provided further, the foregoing computation shall be subject to provisions contained in contracts approved by the City Council between the City and recognized collective bargaining agents; and provided further that this allowance is subject to change by the City Council during the fiscal year in accordance with such contracts.

SECTION 10. In accordance with Section 2-60-080 of the Municipal Code, no expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements or entering into consent orders except upon order of the City Council. Provided, however, that this section shall not apply to: (i) settlement agreements or consent orders entered into where the amount is \$100,000 or less, or (ii) offers of judgment of \$500,000 or less made and accepted pursuant to Federal Rule of Civil Procedure 68, if before making any such offer of judgment, the Corporation Counsel obtains the written concurrence of both the Chairman and Vice-Chairman of the Committee on Finance, following a careful review of the facts and circumstances, that the making of such an offer is likely to reduce the City's liability in the case in question.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO, ACTING THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES
AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
FOR THE EARLY LEARNING INVESTMENT PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT FOR THE EARLY LEARNING INVESTMENT PROGRAM (the “Agreement”) is entered into as of this December 1, 2017 (the “Effective Date”) by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Family and Support Services (hereinafter referred to as “DFSS”) and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, commonly known as the Chicago Public Schools (hereinafter referred to as the “Board” and “CPS”).

RECITALS

WHEREAS, DFSS provides various family supportive services programs for residents of the City of Chicago; and

WHEREAS, the CPS is the third largest school district in the United States and provides public schooling to the residents of the City of Chicago;

WHEREAS, DFSS and CPS agree that investing in high-quality early childhood education for students most in need directly impacts the success of students in elementary schools and beyond and have agreed to collaborate on the Investment of Early Learning Program (the “Program”).

WHEREAS, DFSS desires to assist CPS by providing a maximum of \$8,111,564.00 to implement the Program, as set forth in Section 2.01 and in the Scope of Services incorporated into this Agreement; and

WHEREAS, DFSS and the CPS have the authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CPS do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 CPS's DUTIES AND RESPONSIBILITIES

Section 2.01 Scope of Services

The services that CPS shall provide under this Agreement are those described in Exhibit A for the provision of the Program (collectively, the "Services"). CPS shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

Section 2.02 Performance Standards

CPS shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CPS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CPS agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS's needs when those needs are clearly conveyed in writing to CPS in a timely and appropriate manner.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Board Confidential Information, as described in Section 3 below, is and shall remain the property of the Board. All reports or information in any form prepared or assembled by, or provided to, CPS under this Agreement that do not include Board Confidential Information are the property of DFSS. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports for government purposes, which are not limited to responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.
- B. CPS shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS' performance under this Agreement. In addition, CPS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final

payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

During the Term of this Agreement and until five years after the Termination Date, DFSS retains an irrevocable right to independently or, through a third party, audit CPS's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS.

Section 2.05 Subcontracts and Assignments

CPS shall not assign this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, without the express written approval of DFSS, which approval shall not be unreasonably withheld by the DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CPS shall not assign any right to collect payment or any similar right to any CPS delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.06 Patents and Copyrights

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS's purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the DFSS in writing, subject to the privacy rights of CPS's residents as provided by law not to disclose personal identification information.

Section 2.07 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

ARTICLE 3 CONFIDENTIALITY

Section 3.01 Confidentiality

CPS and DFSS agree that all Deliverables, reports, documents and information/data prepared received or encountered pursuant to this Agreement ("Confidential Information") are to remain confidential and may be used solely for the purposes of meeting the objectives of this Agreement. CPS and DFSS agree that such Confidential Information shall not be made available to any individual or organization other than CPS, the City, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the other party.

Section 3.02 Board Confidential Information

DFSS may have access to or receive certain information from CPS that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. ("Board Confidential Information"). DFSS shall not use or disclose any Board Confidential Information without the prior written consent of the Board. DFSS shall use at least the same standard of care in the protection of the Board Confidential Information as DFSS uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. To the extent that the Board's Confidential Information may include student data, the City acknowledges that student data and the use of it is subject to and must comply with the additional regulations of the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").

Section 3.03 Disclosure of Confidential Information

In the event either party is presented with a request for documents by an agency of the Federal or State Government or as may be required in response to a request under the Freedom of Information Act ("FOIA"), or with a *subpoena* regarding such Confidential Information or Board Confidential Information, which may be in that party's possession by reason of this Agreement, the party that received the request must immediately give notice to the other party and their General Counsel or Corporation Counsel with the understanding that they will have the

opportunity to contest such process by any means available to it before the Confidential Information or Board Confidential Information is submitted to a court or other third party. Neither party, however, will be obligated to withhold the delivery of such Confidential Information or Board Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. The parties will cooperate with one another in compliance with any FOIA request or subpoena that is not being contested as set forth above.

ARTICLE 4 TERM OF THE AGREEMENT

Section 4.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2018 (the "Term").

Section 4.02 Extension Options

The Term and the funding amounts set forth in this Agreement may be extended or increased from time to time by amending the Agreement under the same terms and conditions as provided in this Agreement, upon mutual agreement of the Parties. Such amendments may, but need not be, for the purpose of utilizing unspent Program funds in a subsequent fiscal year, or for the purpose of utilizing new funding for the Program that has been obtained pursuant to applicable appropriations. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 10.03 hereof.

ARTICLE 5 COMPENSATION

Section 5.01 Amount of Compensation

This is a cost reimbursement agreement. DFSS shall pay the CPS for the provision of the Services under the Agreement, not to exceed \$8,111,564.00. Only those expenditures made by the CPS with respect to the Program, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the operating budget, which is attached hereto as Exhibit B and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 5.02 Payment

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing

format, CPS shall from time to time and not less than quarterly submit sufficiently detailed invoices, that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Exhibit B. Upon completion of the Program, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit B.

Section 5.03 Non-Appropriation

Funding for this Agreement is subject to 1) availability of funds from the City, 2) the availability of funding by the Board. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then DFSS shall promptly notify CPS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPS under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 DISPUTES

A dispute between the CPS and DFSS involving this Agreement that has not been resolved shall be referred to the City's Commissioner and Corporation Counsel and the CPS's Chief Financial Officer and General Counsel. Either party may give written notice of the dispute to the other party's representatives identified in this Article 6 and in accordance with Section 11.02 of the Agreement (the "First Dispute Notice"). The parties shall meet within 30 days of notification to resolve the dispute. In the event the parties fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date on which either party declared in writing that the parties have reached an impasse (the "Second Dispute Notice"); provided further, that the Second Dispute Notice must be sent within 6 months of the First Dispute Notice.

ARTICLE 7 RISK MANAGEMENT

Section 7.01 Insurance to be Provided by CPS

CPS hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement adequate coverage for all Services being performed under this Agreement. Coverage under such self-insurance shall be at least as broad as:

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred

Thousand Dollars (\$500,000/\$500,000/\$500,000). The City acknowledges the Board is self-insured for this coverage.

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultant's officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be endorsed as an additional insured on the Contractors policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention.

ARTICLE 8 TERMINATION

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to

the CPS. CPS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to the DFSS. The effective date of the termination shall be the date the notice is received by the other party or the date stated in the notice, whichever is later.

ARTICLE 9 SPECIAL CONDITIONS

Section 9.01 Warranties and Representations

In connection with the execution of this Agreement, CPS warrants and represents that CPS and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; DFSS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

Section 9.02 Conflict of Interest

In connection with signing and carrying out this Agreement, CPS warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CPS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CPS further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Furthermore, CPS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 9.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this

Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 9.04 Independent Contractor

CPS shall perform under this Agreement as an independent contractor to DFSS and not as a representative, employee, agent, joint venturer or partner of the DFSS.

ARTICLE 10 GENERAL CONDITIONS

Section 10.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 10.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 10.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, including, but not limited to, the extensions or increases referred to in Section 4.02 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Chief Financial Officer of the CPS or his designee. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 10.04 Compliance with All Laws/Governmental Orders

- A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation

Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA"), the Illinois School Student Records Act ("ISSRA") and any and all Board rules and policies. Board rules and policies are available at <http://www.cps.edu/>.

B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

C. City Hiring Plan

- (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- (b) CPS is aware that City policy prohibits City employees from directing any individual to apply for a position with CPS, either as an employee or as a subcontractor, and from directing CPS to hire an individual as an employee or as a subcontractor. Accordingly, CPS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CPS under this Agreement are employees or subcontractors of CPS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by CPS.
- (c) CPS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party,

political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to CPS by a City employee or City official in violation of the paragraph (b) above, or advocating a violation of the paragraph (c) above, CPS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of DFSS. CPS also agrees to cooperate with any inquiries made by the Hiring Oversight Section related to this Agreement.

Section 10.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by CPS against the DFSS concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 10.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 10.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the

plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 10.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 10.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the DFSS in connection with the termination or expiration of this Agreement.

Section 10.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS' performance in any respect or waives a requirement or condition to either the CPS' or DFSS' performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the DFSS may have waived the performance of a requirement or condition.

Section 10.11 Inspectors General

CPS, including its officers, directors and employees, acknowledges that it will cooperate with the City's Office of Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the City's Municipal Code.

In accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and said office shall have access to all information and personnel necessary to conduct those investigations.

ARTICLE 11 COMMUNICATION AND NOTICES

Section 11.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS' program manager. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 11.02 Notices

Any notices sent to DFSS shall be delivered personally, by overnight courier or by First Class certified mail, return receipt requested, with postage prepaid and addressed as follows:

Commissioner
Chicago Department of Family and Support Services
1615 W. Chicago Ave.
Chicago, Illinois 60622

With copies to: Finance and Economic Development Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to the CPS shall be mailed by certified mail, postage prepaid to:

The Board of Education of the City of Chicago Public Schools
Office of Early Childhood Development
42 West Madison, 2nd floor
Chicago, Illinois 60602

With a copy to: The General Counsel
The Chicago Board of Education
One North Dearborn, Suite 900
Chicago, Illinois 60602

ARTICLE 12 AUTHORITY

Section 12.01 CPS's Authority

Execution of this Agreement by the CPS is authorized by Board Rule 7.15 (d).

Section 12.02 DFSS's Authority

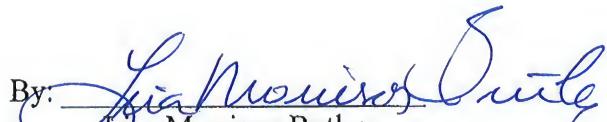
Execution of this Agreement is authorized by the 2017 Annual Appropriation ordinance enacted by the City Council of the City of Chicago (the “Council”) on November 16, 2016.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, DFSS and the CPS have executed this Intergovernmental Agreement for the Early Learning Investment Program as of the date first written above.

CITY OF CHICAGO, by and through its DEPARTMENT OF FAMILY AND SUPPORT SERVICES

By:


Lisa Morrison Butler
Commissioner

THE BOARD OF EDUCATION of THE CITY OF CHICAGO

By:


Ronald DeNard
Senior Vice President of Finance

Approved as to Legal Form 

By:

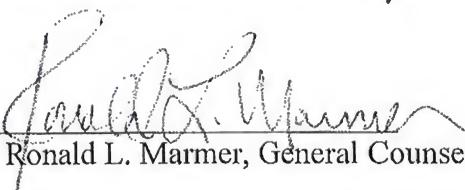

Ronald L. Marmer, General Counsel

EXHIBIT A
Scope of Services
Investment in Early Learning Program

- **25 Full Day Preschool Classrooms:** Fund 25 Teacher positions and 25 Assistant positions for full day Pre-k programs. Located at the following schools: Nicholson, Beidler, Haley, Langford, Doolittle, Fiske, Kellman, Gregory, Finkl, Holmes, Kershaw, Nash, Ruggles, Ryder, Lavizzo, Wentworth, Beethoven, Rudolph, Gale, Hay, and Lawndale.
- **Implementing Universal Preschool Standards:** As part of the Mayor's second term priorities, CPS is implementing unified program standards across all Pre-k programs implemented in Chicago Public School elementary schools. This requires additional investments in services to children who were not previously served by a comprehensive services model.
 - **Comprehensive Service Coordinators (CSC) and Family Engagement Coordinators (FEC):** Partially fund salary and benefits for 13 CSC's and 13 FEC's. 5.2 FTE Comprehensive Service Coordinators and 5.2 FTE Family Engagement Coordinators.
 - **Parent Worker (Part-Time):** Provide funding for a part time worker to support family engagement work. Individual will work 12 hours per week for 40 weeks at a rate of \$17.75/hour, 1.45% Medicare.
 - **School Designee Stipend:** 191 Universal Pre-K sites servicing 10,351 students. School designees will be compensated \$100 per student to support coordination across education and comprehensive services and ensure proper data entry at all schools.
- **Children's Literacy Initiative (CLI):** A Professional Development provider who works with individual teachers in the Content-Focused Coaching Model. Funding will support a pre-conference, in which teacher and CLI discuss literacy goals, lesson plan and implementation, and core issues in effective lesson design. In addition, ongoing coaching conversations focus on core issues in lesson design such as lesson goals, the literacy content of the lesson, the context of the lesson, students prior knowledge, lesson implementation, evidence of students understanding and learning, and collaboration in a learning community. 14 Early Childhood Specialists will receive 20 hours of training. \$190 per hour of training. 15% Admin Cost.

- **Communications:** Consultant providing communications support. 35 Hours/Week, 52 Weeks, \$35/Hour, 1.45% Medicare
- **Sliding Fee Support for Parents not Eligible for Public Funding:** Approximately 1,850 students participating in the sliding fee scale program implemented by CPS as part of the Mayor's first term early childhood priorities. Supporting total cost-per-seat not accounted for by family contributions total approximate cost of \$6.6 Million. Estimated fees to be collected are \$3.0 Million. Estimated total cost for the program is \$9.6M.
- **Instructional Classroom Materials:** Supports educational materials for 65 Instructional special education Pre-K Classrooms. Purchases new furniture, instructional materials, and manipulatives at a cost of \$4,800/Classroom.
- **Special Education Pilot:** Piloting delivery of special education services by CPS staff in the community agency setting. Pilot currently is working with Ounce of Prevention Head Start delegate agencies (2), and expansion will support the addition of 2 additional sites with expansion expected to DFSS funded delegate agencies in early 2018. The pilot serves approximately 40 students with targeted special education services based on the content of their IEP. In addition to direct services to children, identifying barriers and codifying resources to support scaling of the pilot will be key deliverables. Funding supports:
 - **Directly Provided Services:** Services for children with individual education programs (IEP's) to be provided by Chicago Public Schools staff in four sites. Includes hiring qualified staff to meet the needs identified in each child's IEP and ensure that the systems to support the delivery of specialized services in CBO settings is in place.
 - **Oversight and Compliance:** Monitoring the implementation of IEP services to ensure that CPS is in compliance with delivery of the services laid out in the IEP.
 - **Teacher Support:** Establish professional development supports for teachers in pilot sites to ensure that early childhood teachers understand how to address the needs of children with IEP's and integrate services into the overall structure of the classroom.
 - **Consultant Support:** Ensure documentation of piloted systems and decision points to facilitate scaling of service delivery model. This will be performed by a consultant with expertise in both early childhood and special education requirements.

- **Planning for Scaling:** Document policy and procedures for scaling effective model to additional agencies to ensure that children are able to receive their IEP services in their chosen early childhood setting based on family need, minimizing the need for transportation and ensuring adequate compliance.

EXHIBIT B
Operating Budget
SY 2017

25 Full Day Classrooms	\$2,112,500
Implementing Universal Preschool Standards	\$2,311,260
Children's Literacy Initiative	\$61,180
Communications	\$64,624
Sliding Fee Scale	\$3,000,000
Instructional Classroom Materials	\$312,000
Special Education Pilot	\$250,000
Total Budget	\$8,111,564

